$~23

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\# **CNR No. DLHC010165902026**

\+ CS(COMM) 412/2026

MANKIND PRIME LABS PRIVATE LIMITED .....Plaintiff

Through: Mr. Hemant Daswani, Ms. Pranjal Dhankar and Ms. Ritika, Advocates.

versus

YTILIGA PRIVATE LIMITED & ANR. .....Defendants

Through: Ms. Swati Mittal, Mr. Amit Mishra, Ms. Mitakshara Goyal, Ms. Bharti Jain and Mr. Anand Sharma, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

O R D E R

% 02.11.2026

I.A. 30113/2026

1. This is a joint Application filed on behalf of the Parties under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.

2. Learned Counsel for the Parties submit that during the pendency of the present proceedings, the Parties, in order to give rest to the dispute between them involved in the present Suit, have amicably entered into a Settlement on the following Settlement Terms:

> "*a) The Defendants acknowledge the Plaintiffs statutory and proprietary rights in the trademark "ALNURO" in relation to medicinal and pharmaceutical preparations and undertake not to directly or indirectly challenge, dispute, oppose, seek rectification of, or otherwise interfere with the Plaintiff's rights in the said mark "ALNURO".*

This is a digitally signed order.
The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.
The Order is downloaded from the DHC Server on 04/11/2026 at 11:18:42

b) *The Defendants acknowledge that it has discontinued the use of the impugned mark "PALNEURO" in relation to medicinal, nutraceutical pharmaceutical and preparations and undertakes that neither the Defendant nor any person acting for or on its behalf shall hereafter use, adopt, manufacture, market, sell, advertise, offer for sale or deal in any medicinal or pharmaceutical preparations under the mark "PALNEURO" or any other mark deceptively similar to the Plaintiff's mark "ALNURO" in relation to identical/similar goods viz., medicinal and pharmaceutical preparations.*

c) *The Defendant No.1 states and confirms that only four batches, aggregating to approximately 6040 units of its proprietary composition were manufactured by Defendant No.2 for Defendant No.1 and 5361 units were sold by Defendant No.1 under the impugned mark "PALNEURO". Approximately 679 units presently remain in stock with Defendant No.1.*

d) *Defendant No.1 undertakes to destroy the existing stock of approximately 679 units bearing the impugned mark "PALNEURO" within seven (7) working days from the date of filing of the present Joint Settlement Application and furnish documentary proof thereof, including photographs and a supporting affidavit, to the Plaintiff within ten (10) working days from the date of filing of the present Joint Settlement Application.*

e) *Defendant No. I has agreed to pay the Plaintiff, a sum of Rs.1,00,000/- (Rupees One Lakh Only) by virtue of a demand draft bearing number 7035 dated 07.10.2026 drawn on IndusInd Bank Ltd., towards full and final settlement of the present dispute, which shall be handed over to the Plaintiff during the Court hearing on 28.10.2026.*

f) *Defendant No.1 undertakes to withdraw its pending trademark application for the mark "PALNEURO" under number 6477916 filed before the Registrar of Trade Marks within three (3) days from the date of fling of the present Joint Settlement Application and shall furnish proof of such withdrawal to the Plaintiff. The Defendants further undertake*

This is a digitally signed order.
The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.
The Order is downloaded from the DHC Server on 04/11/2026 at 11:18:42

not to apply for registration of the mark "PALNEURO" or any other mark deceptively similar to "ALNURO" in Class 5 for identical/similar goods viz., medicinal, pharmaceutical and nutraceutical preparations.

g) In view of the undertakings furnished by the Defendants herein, the Plaintiff agrees not to press its remaining claims towards rendition of accounts, damages, costs and other ancillary reliefs sought in the suit.

h) The parties agree that so long as the Defendants faithfully comply with the terms and obligations recorded herein, the Plaintiff shall not press any further reliefs against the Defendants in relation to the subject matter of the present suit.

i) The Defendants state that they have no objection if the Plaintiff seeks refund of the full court fees in accordance with law and undertakes not to oppose any application/move seeking refund of court fees filed by the Plaintiff before this Hon'ble Court.

j) In the event of breach of any of the terms of the present Settlement by the Defendants, the Plaintiff shall be entitled to seek revival and enforcement of the present proceedings in accordance with law, in addition to any other remedies available in law and equity.

k) The Parties pray that the present suit may be decreed in terms of Settlement as agreed in the present Joint Settlement Application. The undertakings recorded herein shall bind the parties, their directors, proprietors, partners, servants, agents, affiliates, successors, licensees and assigns."

3. Accordingly, the learned Counsel for the Parties request that the present Suit be decreed in terms of the above Settlement Terms arrived at between the Parties.

4. In view of the above, the present Application is allowed. The Parties are directed to be bound by the Settlement Terms above.

This is a digitally signed order.
The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.
The Order is downloaded from the DHC Server on 04/11/2026 at 11:18:42

CS(COMM) 412/2026

5. In view of the order passed in IA No. 30113/2026, the Suit is decreed. Let Decree Sheet be drawn up accordingly.

6. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter has been settled at an initial stage.

7. In view of the fact that matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.

8. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

9. Accordingly, the Suit stands disposed of.

10. The next date of 08.12.2026 before the Court stands cancelled.

TEJAS KARIA, J

NOVEMBER 2, 2026
ap/A

This is a digitally signed order.
The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.
The Order is downloaded from the DHC Server on 04/11/2026 at 11:18:42